REMARKS /ARGUMENT

The examiner asked the applicant to show how its claimed invention is not anticipated by US Patent 6898636 ("Adams"). The applicant respectfully submits that while Adams relates to loan syndication (per example given), it still fails to anticipate because the invention in Adam facilitates a different aspect of the loan syndication process – the documenting and closing process. Accordingly, Adam provides a "digital workspace or dealspace" which is used after the offering bank has already SELECTED the potential investors/associate banks who may want to participate (See Abstract and Claim 1 of Adams). For example, 1st para Abstract reads "A method for storing, accessing and interchanging voluminous confidential documents for review by a plurality of parties and for notifying selected ones of a plurality of receiving computers generally operated by unrelated business organizations of receipt by a predetermined host server of such electronic documents from a sender computer for review." At col 6 line 19 to line 22 where it reads "Any authorized bank or financial institution can access information on syndicated loans from any lead bank as long as they have internet access and are authorized by the lead bank." Given that Adams already selected the entities for access, then clearly Adams fails to show the process of soliciting investors/associates (looking at the independent claims as a whole). In contrast the process of posting an syndication requirement and displaying its requirement is a significant feature as it will lead the syndicator to receive comments from potential lenders which were not selected in the first place prior to posting said requirement.

Adams in fact emphases the need to protect such information and make available said information to those who are selected. For example, at Col 1 line 15-20 it states that "More particularly, the invention is related to a method and system for distributing electronic documents containing sensitive information or data to SELECTED entities, to a method and system for notifying intended recipients of the availability of such

documents and to a method and system for tracking access, downloading and uploading of such documents." (emphasis in Caps mine). The issue of security remains high in Adams which stressed that security on the Internet remains imperfect (Col 1 line 26). Furthermore, Adams also stress the importance of documentation relating to interparty loan terms to be restricted to the involved parties (Col 2, line 37-38). In short, it is clear that Adams does not teach of having its documents being displayed to any ENTITIES over a network as currently claimed.

Claim 1,21,26, 25

NOTE: The applicant has included claim 25 as grouped because the current amendments in 1, 21, and 26 reflect the same elements found as per Claim 25 now. This basically means the step of including "rating based on past syndication" has been moved to claim 1,21,and 26 from claims 4,34,28.

Claim 1 is the broadest claim and is representative for 21,25, 26.

Applicant respectfully disagrees with the Examiner's assertions that Adams meets all the limitations. With respect to the step "receiving a request to post a requirement to syndicate a loan opportunity by a first entity over a network", the examiner provided col 2, lines 58-60 which reads "After reviewing the loan information memorandum, generally in consultation with legal counsel, accountants, and other advisors of its own, an associate bank may notify the lead bank of its willingness or unwillingness to participate in the loan. The associate bank may request additional information about the borrower from the lead bank or may simply propose to take some portion of the loan under terms it proposes to the lead bank. Negotiations may then occur between the lead bank and the associate bank generating more confidential data. Heretofore, such communications

between the associate banks and the lead bank may have been carried out by meetings, mail, telephone or telefacsimile. (For completeness, the applicant has included col 2 lines 53-65). As can be seen above this fails to show receiving a request from first entity to post a requirement. The fact shows the Associate Banks reviewing information but the claimed element is actually requesting to post these information which means, the evidence provided by the examiner is an event after such a claimed request has been posted and reviewed by the said entities. There is nothing in the facts to inherently show that prior to reviewing said information, there was in fact a request to post such request to syndicate the loan opportunity.

As mentioned in Adams, the potential associate banks have already been selected so there is no need for the syndicator to post a loan syndicate request opportunity to solicit them. In fact, in Adams, the lead bank has to upload the document to storage facility and issue respective notification messages from the server to the selected receiver computers to enable access. (Col 3, line 63 to col 4, line 20). There is nothing to show uploading of documents inherently shows a request to post a loan syndication opportunity. And merely by posting and displaying (second element below) does not mean issuing notification to selected receiver computers.

With respect to step "displaying information about said requirement accessible by a plurality of entities over said network", the examiner provided Fig 4A-M; col 11, line 53 through col 12 line 13 to show anticipation. Firstly, Col 11 to col 12 line 13 deals with emailing using the amendment modules which is unrelated to displaying information about said requirement. In this claimed invention, the first entity would not KNOW who to email until those parties show interest from reading the diplayed information and only when said parties response to first entity's posting. The cited teaching, in part show how amendments could be made and to ensure such amendments are notified to those who authorized (selected) to the loan syndication. Obviously this is AFTER the entities have been selected and willing to participate in Adams. The same concept is taught for the

comment module. Fig 4A-M collectively show interface screens for communicating data among the various users of the communication system, obviously these screens refers to those who are authorized to have access (See Fig 4A for example) being pre-selected by loan syndicator.

As mentioned, Adams teach controlling access and providing entities already SELECTED to have access as above (See Fig 4J) but this is not the same as claiming the information is displayed to a plurality (majority) of entities who are not even known at this stage. As explained earlier, Adams teaches keeping the information private and secure for those whom are SELECTED which is contrary to the need to provide information to all entities at solicitation stage.

Furthermore to avoid doubt this element has now been amended to include providing access to ANY entities which is contrary to Adam's teaching of only providing information for SELECTED entities. Again this clearly highlights the difference between soliciting ANY entities to form a syndication and as in Adam's where these entities are already selected.

With respect to step "in response to said requirement, said first entity receiving an online comment from one or more second entities about conditions and terms of said loan opportunity over said network;" the applicant also submits that even assuming these are SELECTED entities (which is not as claimed) as in Adams providing comments, it is clear that such response is done/initiated by the second entity (associated banks in Adam) to first entity (loan syndicator in Adam), contrary to Adam's teaching where the loan syndicator selected the entities which is to be given access to its information (See Abstract "The method comprises selecting one or more of the plurality of receiver computers to which selected documents are to be reviewed over the global communications network are addressed…..etc"). In other words, as far as this claimed invention is concerned, not only is the first entity not having selected any second entities

to review its information, it can't control who has access to this information once it is posted. The First entity can only wait until receiving an online comment from a second entity to initiate the negotiation process involving the syndication loan opportunity. This is not found in Adams which is committed to a system where the first entity (loan syndicator) has control of information and whom is to access by selection means. Therefore by the time the loan syndicator in Adam is receiving comments, these comments are from SELECTED entities pertaining to terms and conditions (Col 3 line 55) and not as in this element showing comments from second entities who response to first entity's posting. Therefore, it is clearly unreasonable to show these second entities are selected by first entity as per Adam. In fact, it is clearly that it is the second entities that are selecting first entity (loan syndicator) and not vice-versa as in Adams. The examiner did not explain this fundamental difference.

The applicant submits that, Adams fails to show first entity receiving an ONLINE comment about conditions and terms as per the Examiner's citation of Col 11, line 53 through col 12, line 13. The facts show, firstly the comment module is used by the loan syndicator to send comments by boardcasting means to authorized recipients. (Col 12 line 5 to 7.)

Secondly, the comment module 66 of Adams is not for ONLINE communications. Comments in Adams means making comments in a document (Col 3 line 55) such as Mark Up or Strikeout of text. In fact Adams only teach using email to send comments to the originator (Col 14 line 48) and not by online means (for example see Application Fig 9 similar to chat programs where both parties have to be ONLINE in real time.)

All claims limitations must be taught.

The applicant's current amendment includes stating ANY entities accessing the requirement is intended for open public access contrary to Adam's teaching of only

providing access to SELECTED entities. As mentioned, claimed invention is to solicit unknown entities (whoever they are) that may be interested in the displayed requirement. Obviously this also means any negotiation of terms and conditions is with parties that are unselected/unknown from the outset. As mentioned, once a second entity is interested with a particular displayed information, it then selects the first entity to send comments (negotiate) which is clearly contrary to Adam's teaching of first entity (loan syndicator) having selected second entities then provide access to its information memorandum.

This clearly shows that in so far as this claimed invention is concerned, there is no selected entities by the first entity (remember that at this stage the agreement is pending – last element).

Secondly, the current amendment includes adding the elements of "providing ratings associated with the entities based on past syndication data." previously from Claims 4, 25, 28. The examiner states this is taught by Tealdi et al having a filing date 9 March 2001 at para 0104 and Fig 7 based on USPAP 20010029482. However, the applicant submits that both para 0104 and Fig 7 are not found in U.S. provisional applications No. 60/195,762 and 60/209,344 which priority dates are claimed by USPAP 20010029482 to defeat this application. Hence, Para 0104 and Fig 7 are new matters based on the later filing date of 9 March 2001 which must follows this application as it was filed on 27 July 2000.

Even if the applicant is wrong, the applicant submits the subject matter of rating based on past syndication data is not found at para 0104 and Fig 7 either. The teaching at para 0104 was for "A lender rating is stored in field 706. This rating is typically based on the lender's historical performance, such as lending volume and asset size. For example, in the exemplary lender database 640 illustrated in FIG. 7, ABC Lending Co. has a lender rating of 8 on a scale of 1 to 10, 10 being the highest rating." The examiner did not explain how lending volume and asset size must inherently shows syndication data. There

is no showing of any correlation between fact that it has a huge or small lending volume and asset size to syndication performance, the latter obvious relates to how many times have the entity participated in a syndication and determination of entity closing a deal (For example, in Box 870 in FIG 9 of Specification, it shows OCBC has 5 successful lending, 2 failed attempts and 1 aborted with total value of 25 mio). It is pertinent to remember in Tealdi, the subject matter of such lending is NOT by way of syndication. Tealdi teaches mortgage lending which is a direct loan and as such its lending volume and size would reference such assets (ie mortgage) whereby the relationship is bank to customer or one to one as normally found in such type of lending.

Furthermore, there is no evidence to show rating based on syndication data is known. The applicant submits that while Rating Services such as Credit Rating by Moody is well known, this is not the same as rating based on past syndication performance since a credit rating is used to assess the ability to repay a loan, cash position, interest coverage etc which has nothing to do with the performance of a loan syndication. As mentioned, loan entities wishing to participate in a loan syndication either as lender or syndicator. Therefore, having rating will enable potential suitors to determine suitability in the syndication. However, credit rating in the art is known for borrowers will not help in these circumstances by rating the lenders, as it is the lenders that are providing the funds and taking the credit risk. (For example See Claim 8 of US Patent 6,920,434 by Cossette herein **'Cossette'**).

Even if Tealdi show rateable syndication data (which is denied), the reasons to combine given by the examiner is conclusory. The examiner stated that a rating is there to provide an indication of the lenders' historical lending volumes as well as asset base but fail to explain why is there an apparent reason to combine with Adams ? As the applicant already submitted, in Adam's teaching, the syndicator has already SELECTED the entities to be participate in the syndication therefore why the apparent need to rate selected entities ? Particularly considering (Adams), it is the closing stages of negotiating

the loan agreement such ratings would not be useful given the matter of disagreement will likely be the terms and condition rather than the character of the entity.

It is well known in the art that syndication is normally done with entities that are known to the loan syndicator. Particularly when dealing with highly sensitive information, bankers being human prefer to deal selectively with entities that are known to them over those not familiar/unknown with. This behavior is not exclusively for bankers. For example, information from a friend is more likely to be taken seriously over the same information send over by a stranger. There is also no evidence in Adams to show it wanted to deal with entities that are not pre-selected or who are unknown. This is in contrast with the claimed invention for soliciting unknown or less known entities (widely) as found in this claimed invention to form a loan syndicate and hence the syndication rating matters as a leverage in negotiation, ie by knowing past syndication rating first entity is likely to know the real interest of the second entities and vice-versa.

Therefore for the above rebuttal, applicant could only submit there is no apparent reason for one ordinarily skilled in the art to incorporate this. Given that the ratings element is now incorporated in Claim 1,21,26,25, the applicant's rebuttal are similarly as above.

Claims 3, 23 and 33

The examiner states that the above claims are anticipated by Adams in Col 11 line 53 to col 12 line 13.

It is pertinent to note the precise claim language refers to feedback routine for commenting about the entities and is submitted by the entities themselves. Such feedback

can be summarised in the form of positive and negative feedbacks as in Box 870 in FIG 9 of Specification.

While Adams teach of comments and feedback, these are in relation to the documents/memorandum and not about entities. To explain this difference, this claimed invention provides for Bank ABC to submit a feedback about Bank ZZZ ("about the entities") comments that says Bank ZZZ is slow and never punctual when delivery the gold or Officer ZXD of Bank ZZZ is a useless hothead (ie negative feedback). The applicant submits the cited teaching by Adams fails to show this and said teaching is generally for amendments for the document by the selected entity. To meet this claim limitation, it is submitted there must be reasonable showing in Adams that such comment is about the entities and from entities. Even if such feedback is found, which is denied, there is no apparent reason to combine given the entities in Adams are already selected, which means any post feedback activity will not add value to its selection means. For example, it is difficult to see why one skilled in the art would select an entity and using the feedback function (assuming this entity has negative feedback) to reject this entity later. Hence, this feedback function is only useful BEFORE selection and not after.

The applicant respectfully asks these claims to be allowed.

Claims 8, 31 and 36.

The examiner states that the above claims are anticipated by Adams in Col 17 line 38-48.

Applicant submits these claims are dependent on Claim 1,21,26 and as a whole not all the elements have been anticipated by Adams, in particular "incorporating said negotiated conditions and terms".

The applicant respectfully ask these claims to be allowed in view of their dependency from the independent claims as a whole.

Claims 2, 24

The examiner states that the above claims are obvious in view of Walker (US 5884270) in Col 23 line 7-9.

The applicant respectfully disagrees. The examiner provided the apparent reason to combine as being enhancing the effectiveness of the system. This is simply in error because as mentioned Adams provided the teaching of pre-selecting those entities it wishes to participate in the syndication. If having selected these entities (implicitly means knowing them) and then anonymise them simply does not make sense. Ie why do one skilled in the art anonymise entities that you previously selected and how could this be effective ?

Furthermore, Walker deals with employment, the seeking or matching of employee and employer which for good reasons known to employees/employers would like to remain anonymous. But nowhere does it suggest that such anonymity will enhance the effectiveness of selecting entities for a loan syndication. Walker in the Col 23 line 10 onwards, gave the examples suitable for his methods beyond employment and the applicant quotes “For instance, criminals, or rule offenders, anonymously offer to turn themselves in, while negotiating favorable treatment. In this case, the criminals, or rule offenders, would represent the "parties" and law enforcement, or rule enforcers, would represent the "requestors." “. Walker also mentioned “whistle-blowing” programs at col

22 line 37. The applicant respectfully submits loan syndication does not appear to match any of these activities as exemplified by Walker.

Even if this is somehow related which is denied since Walker deals with seeking employment, the examiner fails to describe how this could enhance the effectiveness of the system (presumably loan syndication in Adams) and hence is conclusory. The applicant respectfully ask for detail explanation on how this would enhance the "effectiveness" in next reply else must respectfully ask these claims to be allowed.

Claims 5,22,29

The examiner states that the above claims are obvious in view of Herschkorn (US 6691094) in Col 17 line 55 through col 18, line 14).

The applicant respectfully disagrees. Herschkorn deals with loan trading (after loan is made either by syndication or otherwise) which means one skilled in the art of loan syndication may not consider this at all. For example because our claimed offer is for creating a loan hence provide cost of funds (say LIBOR + 100 bps) and amount (say 5 mio) for a parcel of proposed loan and Herschkorn for a parcel of loan is in the form of a price (say 97.50) in Fig 2 of Herschkorn. There is a reason for the difference between the style of "LIBOR +100 bps and 97.50 " in the art recognizing the different underlying asset, otherwise there will be confusion.

The examiner provided no evidence to show who is the one skilled in the art here as it is necessary to consider modifying to dutch auction style found in loan trading to consider more than one bid for loan syndication. In this respect one ordinary skilled in the art of loan syndication may not be the same as someone in the art of loan trading given there is

arguable differences between originating a loan by syndication (loan pending) and trading said loan (existed). The fact that the later uses dutch auction for untaken portion of the loan does not necessarily show the former using the same. (As noted, Adams already show it has selected its entities while Hescrkorn is still looking for its counterpart buyer/seller).

The examiner states that the apparent reason for combining with Adams is to determine entities to form the loan syndicate cumulatively, "when a single entity is not able to provide the required loan" (a particularized event). With respect given that entities in Adams are already SELECTED, the better view is given such a situation, it would be easier for the loan syndicator in Adams to ask other selected entities to take up the unfulfilled portion or to take this up on its own when said event occurs. This would be the easier option in loan syndication should one or more parcels of loan is not taken up by those who were originally selected to participate. To decide modifying to a (Dutch) auction merely on the ground as stated is therefore not justifiable in terms of cost and speed, as it must necessarily means asking those already selected (presumably committed) to start a bid auction between themselves for portions they may not want in the first place or reluctantly.

From a technique point of view, Adams' technique is to negotiate the terms and conditions with SELECTED entities and not by auction means to select entities by bids submission to complete a loan syndicate or any part thereof. Under Adams' SELECTED means, there is nothing to suggest there are conditions to select these entities such as providing a bid or comments or something. Therefore, why should one skilled in the art necessarily choose an auction when said event occurs. Wouldn't it be easier to merely select another entity (outside of those selected but based on the same principle ie having known said entity in the past) ?

In short, to advance any apparent reason to combine, there must be some showing that Adam's SELECTION method needs to be modify to an Auction method, which is not shown by the examiner saved for the event as stated above. Even if such event could be regularized does this justify modifying to Auction as the examiner seems to want the applicant to believe ? If this is the position of the examiner then the applicant respectfully ask for evidence to support this.

After all, the use of an auction is independent to using the selection method in Adams and such modification must necessarily means abandoning the selection scheme rather than selectively applied.

Even if the auction method is not independent (using both in combination), it is wrong to assume that said auction could be used as a cure to entice "selected entities" to bid when one or more selected entities could not provide the loan as the "selected entities" have already have committed their own portion of the loans. Hence, to ask them to participate again in a follow up auction merely to take up the untaken portion of the loan would be wishful thinking. In practice to force said entities to bid again for portions they are not interested in, would mean costlier bids (for the borrower) as these selected entities would provide a markup to the cost of funds for the untaken portion, given no one else is willing to take these up. So even if the auction could be used, such higher cost to the borrower would lead to said borrower to reject the syndication, leaving the loan syndicator back to square one.

Obviously this is in contrast to the present claimed invention where after having negotiated the terms and condition but before selection (implicit found in "whereby said loan opportunity is pending agreement" in claim 1,21,25,26), an auction (as claimed here) is deviced as final determination of the particular portion in the loan by looking at the submitted bids and finally to select successful bidders forming the loan syndication. It is reasonable to see the fact that while an entity has agreed to terms and conditions with

syndicator does not mean their participation is guarantee if the price (ie cost of lending) is unacceptable as compare to others (through the auction). Therefore, having these entities participate in the auction is the best way to finally select them. But because Adam's teaches SELECTED entities (at the outset) to be in the loan participation which is difficult to reconcile with the claimed invention as explained which merely solicits (phase 1), negotiate terms (phase 2) (see main claims 1,21,25,26) and then have those agreeable to bid vide auction (phase 3) to reach SELECTED.

The applicant respectfully ask these claims to be allowed.

Claims 37,38,39.

The examiner states that the above claims are obvious in view of Herschkorn (US 6691094) in Col 17 line 55 through col 18, line 14) and Dubner (US 6564190) in Col 3, lines 34-36 and Fig 2.

Firstly Dubner teaches a risk-return matrix diagram for Real Estate (Abstract) but this does not necessarily shows the same for loan syndication. It is doubtful Dubner is providing a risk-return matrix for this purpose in view of its property nature. Further, the claimed invention also requires this element in part "satisfying at least both minimum cost and total loan amount sought for said requirement" but the examiner only mentioned Dubner has risk/reward matrix only. Hence, this limitation is not met.

Dubner's risk matrix diagram provides for risk/return in real estate investment which is unrelated to loan syndication and it is unlikely one skilled in the art to consider the same which makes its inclusion here suspect. As mentioned, this claimed invention having a

plurality of best offers in terms of risk-return matrix satisfying minimum cost and total loan amount sought which is not found in Dubner or the examiner fails to show this (underlined). Hence in view of prima facie, the examiner may wish to provide support to show satisfying minimum cost and total loan amount sought is similarly a known feature in risk-return matrix found in real estates which merely considers the risk (volatility) of the unlevered returns and the rate of return (IRR – buying without financing). (See Fig 2 of Dubner and Col 3 line 35 until end of Col 4).

It would be apparent to one skilled in the art this risk/return matrix is provided for the investor and there is obviously no teaching to show any meaningful application designed for property to the loan syndicator who is using the same to determine the offers from the lenders (or investors in Dubner). In short because for the different application, there is a question whether one skilled in the art would consider this at all or the examiner merely pick this with hindsight ?

Even if Dubner provides the same (after modification suiting loan syndication) which is denied, the apparent reason provided by the examiner is unfounded. The examiner provides the apparent reason as " to achieve optimal bid selections for the loan syndicate". The applicant submits this is flawed as Adams already selected the entities for its loan syndication. If a risk-return matrix is use, rightly it should be used as a method to select entities but since Adam teaches selected entities this would make it impossible to reconcile.

Alternatively, the critical question is whether Adam's selected entities would provide an offer (as per Herschkorn) which can be determined in terms of a risk-return matrix (Dubner) ?

To answer this, the unstated assumption is the selected entities in Adams must be able to combine with Herschkorn to reveal providing an offer. This is not supported by the

examiner. The examiner merely states that Herschkorn teaches determining whether to accept or reject such offers but where is the evidence of providing said offers from Adam's selected entities ?

If such offer exists, then it must be stated by the examiner but as this was not done, the applicant respectfully submits there is no such offer. Assuming for argument sake these offers could be made by the selected entities in Adams, in what scenario could they be found ?

If the applicant follows the trend of thoughts set by the examiner in view of Herschkorn, then these entities may make offers for an auction (See examiner's rejection for claim 5,22 and 29) under a specific event. However as argued, this is misguided, as these offers are for purchase of loans and not for creating a loan submitting cost of funds (say LIBOR + 100 bps) and amount (say 5 mio) for a parcel of loan, necessary as recognised by one skilled in the art of loan syndication given the art distinctively recognize different ways to making specific offers for different type of assets (ie loan and proposed loan). The other possible offers are an offer to leave the syndication or to join the syndication ? All of these will NOT fit into a risk-return matrix which further requires said offers satisfy minimum cost and total loan amount sought. In particular, Herschkorn teaches an offer for buying a parcel of loan and not offers satisfying total loan. In other words, if the applicant accepts the examiner's apparent reasoning (in rejecting Claims 5,22,29) that an auction (implicit offer) is applicable when there is untaken portion of the loan open, then such offer must fail here as the offers must account for TOTAL loan as claimed.

The applicant respectfully asks these claims be allowed.

Claims 4,34,28

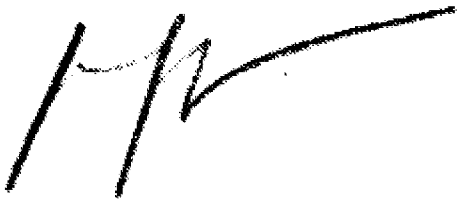
These claims are amended to provide the requirement as a lending and to limit the first entity as a potential lender. The applicant submits Adams fail to teach this. ie where the potential lender post its own requirement (wanting to lend to syndicators) and to solicit loan syndicator instead. (reversal of role)

Conclusion

The applicant has also include a declaration conforming to 37 CFR 1.132 to be consider by the examiner to explain the main difference between an open public system accessible by ANY entities VS Adams' close selected entities system. If Adam's teaching cannot be modified made available to ANY entities (as amended here) then it teaches away and is a good indicia or non-obviousness. To support this it is critical to understand the state of the art at the time of filing, an issue taken up by the said declaration. The applicant therefore submits that because this claimed invention is directed to an open system to solicit any entities to syndicate a loan (subject matter as a whole), it is not anticipated by Adams nor is it obvious in view of Dubner, Herschkorn and Walker. As for Tealdi, the subject matter of "rating" is wanting of the earlier prior date and hence must be disqualified.

In ending, if the examiner agrees there are clearly patentable subject matters found in our claimed invention but does not feel the present claims are technically adequate, applicant respectfully request the examiner writes acceptable claims in pursuant to MPEP 707.07(j).

Yours truly,



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Khai H Kwan
Customer Num 023336